

1 Anthony P. Condotti, City Attorney, SBN 149886  
2 [acondotti@abc-law.com](mailto:acondotti@abc-law.com)  
3 Barbara H. Choi, Senior Deputy City Attorney, SBN 156088  
4 [bchoi@abc-law.com](mailto:bchoi@abc-law.com)  
5 ATCHISON, BARISONE & CONDOTTI  
6 A Professional Corporation  
7 PO Box 481  
8 Santa Cruz, CA 95061  
Telephone: (831) 423-8383  
Facsimile: (831) 576-2269

7 Attorneys for Creditor  
8 CITY OF SANTA CRUZ

9  
10  
11 UNITED STATES BANKRUPTCY COURT  
12  
13 NORTHERN DISTRICT OF CALIFORNIA  
14  
15 SAN FRANCISCO DIVISION

16 In re: Bankruptcy Case No. 19-30088 (DM)

17 PG&E CORPORATION, Chapter 11

18 - and - (Lead Case) (Jointly Administered)

19 PACIFIC GAS AND ELECTRIC  
20 COMPANY,  
21 Debtors.  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
5510  
5511  
5512  
5513  
5514  
5515  
5516  
5517  
5518  
5519  
5520  
5521  
5522  
5523  
5524  
5525  
5526  
5527  
5528  
5529  
55210  
55211  
55212  
55213  
55214  
55215  
55216  
55217  
55218  
55219  
55220  
55221  
55222  
55223  
55224  
55225  
55226  
55227  
55228  
55229  
55230  
55231  
55232  
55233  
55234  
55235  
55236  
55237  
55238  
55239  
55240  
55241  
55242  
55243  
55244  
55245  
55246  
55247  
55248  
55249  
55250  
55251  
55252  
55253  
55254  
55255  
55256  
55257  
55258  
55259  
55260  
55261  
55262  
55263  
55264  
55265  
55266  
55267  
55268  
55269  
55270  
55271  
55272  
55273  
55274  
55275  
55276  
55277  
55278  
55279  
55280  
55281  
55282  
55283  
55284  
55285  
55286  
55287  
55288  
55289  
55290  
55291  
55292  
55293  
55294  
55295  
55296  
55297  
55298  
55299  
552100  
552101  
552102  
552103  
552104  
552105  
552106  
552107  
552108  
552109  
552110  
552111  
552112  
552113  
552114  
552115  
552116  
552117  
552118  
552119  
552120  
552121  
552122  
552123  
552124  
552125  
552126  
552127  
552128  
552129  
552130  
552131  
552132  
552133  
552134  
552135  
552136  
552137  
552138  
552139  
552140  
552141  
552142  
552143  
552144  
552145  
552146  
552147  
552148  
552149  
552150  
552151  
552152  
552153  
552154  
552155  
552156  
552157  
552158  
552159  
552160  
552161  
552162  
552163  
552164  
552165  
552166  
552167  
552168  
552169  
552170  
552171  
552172  
552173  
552174  
552175  
552176  
552177  
552178  
552179  
552180  
552181  
552182  
552183  
552184  
552185  
552186  
552187  
552188  
552189  
552190  
552191  
552192  
552193  
552194  
552195  
552196  
552197  
552198  
552199  
552200  
552201  
552202  
552203  
552204  
552205  
552206  
552207  
552208  
552209  
552210  
552211  
552212  
552213  
552214  
552215  
552216  
552217  
552218  
552219  
552220  
552221  
552222  
552223  
552224  
552225  
552226  
552227  
552228  
552229  
5522210  
5522211  
5522212  
5522213  
5522214  
5522215  
5522216  
5522217  
5522218  
5522219  
5522220  
5522221  
5522222  
5522223  
5522224  
5522225  
5522226  
5522227  
5522228  
5522229  
55222210  
55222211  
55222212  
55222213  
55222214  
55222215  
55222216  
55222217  
55222218  
55222219  
55222220  
55222221  
55222222  
55222223  
55222224  
55222225  
55222226  
55222227  
55222228  
55222229  
552222210  
552222211  
552222212  
552222213  
552222214  
552222215  
552222216  
552222217  
552222218  
552222219  
552222220  
552222221  
552222222  
552222223  
552222224  
552222225  
552222226  
552222227  
552222228  
552222229  
5522222210  
5522222211  
5522222212  
5522222213  
5522222214  
5522222215  
5522222216  
5522222217  
5522222218  
5522222219  
5522222220  
5522222221  
5522222222  
5522222223  
5522222224  
5522222225  
5522222226  
5522222227  
5522222228  
5522222229  
55222222210  
55222222211  
55222222212  
55222222213  
55222222214  
55222222215  
55222222216  
55222222217  
55222222218  
55222222219  
55222222220  
55222222221  
55222222222  
55222222223  
55222222224  
55222222225  
55222222226  
55222222227  
55222222228  
55222222229  
552222222210  
552222222211  
552222222212  
552222222213  
552222222214  
552222222215  
552222222216  
552222222217  
552222222218  
552222222219  
552222222220  
552222222221  
552222222222  
552222222223  
552222222224  
552222222225  
552222222226  
552222222227  
552222222228  
552222222229  
5522222222210  
5522222222211  
5522222222212  
5522222222213  
5522222222214  
5522222222215  
5522222222216  
5522222222217  
5522222222218  
5522222222219  
5522222222220  
5522222222221  
5522222222222  
5522222222223  
5522222222224  
5522222222225  
5522222222226  
5522222222227  
5522222222228  
5522222222229  
55222222222210  
55222222222211  
55222222222212  
55222222222213  
55222222222214  
55222222222215  
55222222222216  
55222222222217  
55222222222218  
55222222222219  
55222222222220  
55222222222221  
55222222222222  
55222222222223  
55222222222224  
55222222222225  
55222222222226  
55222222222227  
55222222222228  
55222222222229  
552222222222210  
552222222222211  
552222222222212  
552222222222213  
552222222222214  
552222222222215  
552222222222216  
552222222222217  
552222222222218  
552222222222219  
552222222222220  
552222222222221  
552222222222222  
552222222222223  
552222222222224  
552222222222225  
552222222222226  
552222222222227  
552222222222228  
552222222222229  
5522222222222210  
5522222222222211  
5522222222222212  
5522222222222213  
5522222222222214  
5522222222222215  
5522222222222216  
5522222222222217  
5522222222222218  
5522222222222219  
5522222222222220  
5522222222222221  
5522222222222222  
5522222222222223  
5522222222222224  
5522222222222225  
5522222222222226  
5522222222222227  
5522222222222228  
5522222222222229  
55222222222222210  
55222222222222211  
55222222222222212  
55222222222222213  
55222222222222214  
55222222222222215  
55222222222222216  
55222222222222217  
55222222222222218  
55222222222222219  
55222222222222220  
55222222222222221  
55222222222222222  
55222222222222223  
55222222222222224  
55222222222222225  
55222222222222226  
55222222222222227  
55222222222222228  
55222222222222229  
552222222222222210  
552222222222222211  
552222222222222212  
552222222222222213  
552222222222222214  
552222222222222215  
552222222222222216  
552222222222222217  
552222222222222218  
552222222222222219  
552222222222222220  
552222222222222221  
552222222222222222  
552222222222222223  
552222222222222224  
552222222222222225  
552222222222222226  
552222222222222227  
552222222222222228  
552222222222222229  
5522222222222222210  
5522222222222222211  
5522222222222222212  
5522222222222222213  
5522222222222222214  
5522222222222222215  
5522222222222222216  
5522222222222222217  
5522222222222222218  
5522222222222222219  
5522222222222222220  
5522222222222222221  
5522222222222222222  
5522222222222222223  
5522222222222222224  
5522222222222222225  
5522222222222222226  
5522222222222222227  
5522222222222222228  
5522222222222222229  
55222222222222222210  
55222222222222222211  
55222222222222222212  
55222222222222222213  
55222222222222222214  
55222222222222222215  
55222222222222222216  
55222222222222222217  
55222222222222222218  
55222222222222222219  
55222222222222222220  
55222222222222222221  
55222222222222222222  
55222222222222222223  
55222222222222222224  
55222222222222222225  
55222222222222222226  
55222222222222222227  
55222222222222222228  
55222222222222222229  
552222222222222222210  
552222222222222222211  
552222222222222222212  
552222222222222222213  
552222222222222222214  
552222222222222222215  
552222222222222222216  
552222222222222222217  
552222222222222222218  
552222222222222222219  
552222222222222222220  
552222222222222222221  
552222222222222222222  
552222222222222222223  
552222222222222222224  
552222222222222222225  
552222222222222222226  
552222222222222222227  
552222222222222222228  
552222222222222222229  
5522222222222222222210  
5522222222222222222211  
5522222222222222222212  
5522222222222222222213  
5522222222222222222214  
5522222222222222222215  
5522222222222222222216  
5522222222222222222217  
5522222222222222222218  
5522222222222222222219  
5522222222222222222220  
5522222222222222222221  
5522222222222222222222  
5522222222222222222223  
5522222222222222222224  
5522222222222222222225  
5522222222222222222226  
5522222222222222222227  
5522222222222222222228  
5522222222222222222229  
55222222222222222222210  
55222222222222222222211  
55222222222222222222212  
55222222222222222222213  
55222222222222222222214  
55222222222222222222215  
55222222222222222222216  
55222222222222222222217  
55222222222222222222218  
55222222222222222222219  
55222222222222222222220  
55222222222222222222221  
55222222222222222222222  
55222222222222222222223  
55222222222222222222224  
55222222222222222222225  
55222222222222222222226  
55222222222222222222227  
55222222222222222222228  
55222222222222222222229  
552222222222222222222210  
552222222222222222222211  
552222222222222222222212  
552222222222222222222213  
552222222222222222222214  
552222222222222222222215  
552222222222222222222216  
552222222222222222222217  
552222222222222222222218  
552222222222222222222219  
552222222222222222222220  
552222222222222222222221  
552222222222222222222222  
552222222222222222222223  
552222222222222222222224  
552222222222222222222225  
552222222222222222222226  
552222222222222222222227  
552222222222222222222228  
552222222222222222222229  
5522222222222222222222210  
5522222222222222222222211  
5522222222222222222222212  
5522222222222222222222213  
5522222222222222222222214  
552222222222222

1 with the CITY's business records with respect to the claim at issue in the Objection and Opposition. This  
2 declaration is submitted in support of the CITY's Opposition ("Opposition") to the Reorganized Debtors'  
3 Sixty-Second Omnibus Objection to Claims (Books and Records) [Dkt. No. 10287] (the "Objection").

4 2. I have personal knowledge of the facts set forth in this declaration. If called upon to  
5 testify as to those facts and to authenticate the exhibits referenced therein, and in this declaration, I could  
6 competently do so.

7 3. The CITY owns several parcels of property, commonly known as the Scott's Valley  
8 Skypark, 361 Kings Village Road, Assessor's Parcel Numbers 022-721-07-000, 022-721-08-000, and  
9 022-721-09-000 (the "Property").

10 4. On or about September 6, 2018, the CITY agreed to license use of the Property to PG&E  
11 to conduct wildfire risk reduction operations, including but not limited to, establishing a staging area to  
12 support the command, control and coordination of wildfire risk reduction. (the "Letter Agreement"). The  
13 Letter Agreement set forth a term commencing September 10, 2018 and expiring on November 12,  
14 2018. A true and correct copy of the Agreement is attached as Exhibit A.

15 5. On or about November 16, 2018, the CITY and PG&E amended the Letter Agreement to  
16 provide for compensation for use of the Property (the "Amendment"). Pursuant to the Amendment,  
17 PG&E agreed to pay one thousand four hundred dollars (\$1,400.00) per week as compensation for use  
18 of the Property between September 10 through November 12, 2018, and two thousand five hundred  
19 (\$2,500.00) dollars per week as compensation for use of the Property between November 12 and  
20 December 10, 2018. A true and correct copy of the Amendment is attached as Exhibit B.

21 6. In or about December 2018, PG&E continued to use the Property for its operations  
22 stored equipment and facilities on the Property subject to the Letter Agreement and Amendment.

23 7. I am aware that as part of the regular business records relating to the CITY's license of its  
24 Property to PG&E, on or about January 18, 2019, Emad Gholmani of PG&E acknowledged to the City  
25 that PG&E remained on the property conducting continued operations beyond the term stated in the  
26 Amendment with the understanding and expectation that the City would issue further invoices to PG&E,  
27  
28

1 as was done previously. A true and correct copy of PG&E's emails to the City on its continuing payment  
2 obligation is attached as Exhibit C.

3 8. In or about early March 2019, the CITY sent an invoice to PG&E, totaling \$18,214.28 for  
4 PG&E's use of the Property from December 10, 2018 until January 29, 2019. PG&E has not provided  
5 payment or stated a reason why it refuses to pay. A true and correct copy of the invoice is attached as  
6 Exhibit D.

7 9. On or about April 29, 2019, I prepared and submitted a claim with this court seeking  
8 payment from PG&E for the outstanding amounts owed to the CITY.

9 10. After accounting for PG&E's voluntary payments following the filing of the claim,  
10 PG&E currently owes the CITY in the amount of \$18,216.78, consisting of unpaid license agreement  
11 fees and a returned check fee.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on March 23,  
13 2021, in Santa Cruz, California.

14  
15   
16 DEBRA ALLEN  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A



**Pacific Gas and  
Electric Company®**

Vanessa Brown – EMAP Base Camp  
Consultant  
PG&E – Land Acquisition  
245 Market St, San Francisco CA 94105  
415-973-8030  
Vfb3@pge.com

September 6, 2018  
337 Locust Street  
Santa Cruz, CA 95060

**RE: Temporary License for Use of Scotts Valley Skypark**  
Scotts Valley Airport (Skypark), 361 Kings Village Rd, Scotts Valley, CA 95066

Dear Ms. Lipscomb:

Public records indicate that you are the owner of the parcel of land referenced above. Pacific Gas and Electric Company (“PG&E”) would like to memorialize its temporary use of your parcel (“Property”), commencing September 10, 2018, as a support site in connection with PG&E’s Accelerated Wildfire Risk Reduction effort, *and terminating November 12, 2018, Km*

This letter (“Letter Agreement”) sets forth the terms and conditions of PG&E’s temporary use of the “License Area” outlined in red on the attached drawing labeled “Exhibit A”. When countersigned by PG&E and returned to you, this Letter Agreement shall serve to memorialize your grant of a temporary license to PG&E. This Letter Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Letter Agreement may not be amended except by a written agreement executed by both parties.

PG&E will use the License Area in connection with its wildfire risk reduction operations in the area. PG&E and its employees, contractors, agents and representatives (“PG&E Representatives”) may enter the License Area for the sole purpose of establishing a staging area to support the command, control and coordination of wildfire risk reduction, which may include the staging of vehicles, the landing of helicopters, and the storing of equipment, supplies and materials used in connection with PG&E’s electric and gas utility operations and vegetation management (“PG&E’s Activities”). The use shall not include auto/equipment maintenance, fueling, engine repair or oil changes.

**INDEMNIFICATION AND DEFENSE - GENERAL.** PG&E shall indemnify, defend and hold harmless City and its officers, employees and agents, from and against any and all claims, losses, liabilities, or damages, including payment of attorneys’ fees, whether for personal injury or property damage, rising out of or in any way directly or indirectly related to or resulting from the use of the License Area, or any action or activity of PG&E or its officers, employees, or agents relating to the performance of the terms of this Letter Agreement, irrespective of whether caused in part by City, its officers, agents or employees, except where City’s actions are caused by the City’s willful misconduct or sole negligence. In connection herewith, PG&E acknowledges that the License Area have been determined to contain soils contamination as a result of migration from a nearby discontinued dry cleaning operation, which contamination contains chemicals or other substances known to be hazardous to human health and safety. By initialing below, PG&E acknowledges that it has been informed of said contamination, that PG&E assumes all risk of damages or liability associated therewith, including but not limited to liability associated with exposure to said materials by PG&E, its officers, employees, agents, contractors, invitees

or guests, and agrees to indemnify, defend and hold City, its officers, employees and agents harmless therefrom.

Initials: PG&E: \_\_\_\_\_

**INDEMNIFICATION – HAZARDOUS SUBSTANCES.** PG&E expressly agrees to and shall indemnify, defend (with counsel approved by you, which approval shall not be unreasonably withheld), release and hold you, its officers, officials, agents and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Property by PG&E, or its respective officers, directors, agents, subcontractors, servants, or employees, or by any other third party acting under the control or request of PG&E, other than you and your respective officers, agents, servants, or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this License Agreement.

Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Clean Water Act, 33 U.S.C. § 1251, et seq.; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H. & S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, et seq.; Underground Storage of Hazardous Substances H. & S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 et seq.); The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, et seq.; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 et seq.; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

**RELEASE OF LIABILITY.** In the event that PG&E's structures or equipment installed on the License Area are damaged in any way, irrespective of the cause, excepting City's willful misconduct or sole negligence, City shall not be liable therefor and PG&E shall have no claim or right against City for the costs of repair or replacement. This clause is intended as a complete release of liability in favor of City, including without limitation all claims whether known or unknown, liquidated or unliquidated, contingent or absolute. PG&E has knowledge of and understands the terms and effect of California Civil Code Section 1542, and voluntarily waives the benefits of the terms of that statute. California Civil Code Section 1542, states in full:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Initials: CITY: Km

PG&E: \_\_\_\_\_

During the term of this Letter Agreement, PG&E has the exclusive right to use the License Area, along with the right of ingress and egress thereto. PG&E further has the right to erect and maintain temporary fencing and gates with a locking device to enclose the License Area. PG&E shall remove such fencing and gates when PG&E has demobilized and vacated the License Area. The license granted hereunder will be irrevocable during the term of PG&E's Activities, except in the case of a material breach of the terms of this agreement.

In consideration for your grant of a temporary license to the License Area under the terms and conditions stated herein, PG&E hereby agrees to pay you one thousand four hundred dollars (\$1,400.00) per week as compensation for use of the License Area. The fee is due and payable 30 days after PG&E demobilizes and vacates the License Area.

In exercising the rights granted under this Letter Agreement, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of the License Area. PG&E agrees to indemnify and hold you harmless against any losses, costs, damages, expenses or liabilities connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of PG&E's negligent acts or omissions under this Letter Agreement.

PG&E shall, at its sole cost and expense, maintain and restore the License Area, including any areas of ingress and egress, in as good of condition as it was prior to PG&E's use of the area. All existing improvements located on the Property are to be protected in place, unless otherwise agreed to by you, PG&E shall make no alteration, improvements, borings, installations or fixtures to the Property without prior written consent by you.

**INSURANCE.** Prior to the beginning of and throughout the duration of this Letter Agreement, PG&E will maintain and comply with the Insurance Requirements as set forth in Exhibit B. PG&E will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with PG&E's use of the Easement Area or any acts of PG&E, PG&E's agents, representatives, employees or subcontractors.

If the terms and conditions of this Letter Agreement are acceptable to you, please acknowledge your agreement by signing this letter. Please return a copy to [vfb3@pge.com](mailto:vfb3@pge.com). A fully-executed copy of this Letter Agreement will be provided to you for your records.

If you have any questions regarding this Letter Agreement, please contact me at 415-973-8030. Thank you for your willingness to work with PG&E during the Accelerated Wildfire Risk Reduction Program. Your support is truly making a difference in the community.

Sincerely,

Vanessa Brown  
EMAP Base Camp Consultant

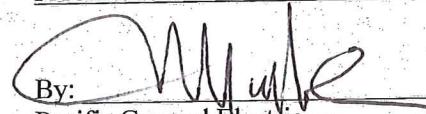
I/we hereby accept the foregoing terms and conditions of this Letter Agreement, and acknowledge that  
I/we am/are duly authorized to execute this Letter Agreement:

PROPERTY OWNER

Kathleen Muff for  
By: Bonnie Lipscomb, Economic Development Director  
City of Santa Cruz

Date: Sept 7, 2018

PACIFIC GAS AND ELECTRIC COMPANY

  
By: Mark Rozario  
Pacific Gas and Electric

Date: 09-08-18



® July 2017

## EXHIBIT A

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and The City of Santa Cruz

Scotts Valley Skypark  
361 Kings Valley Road  
Scotts Valley, CA 95066

License Area - 8.25  
Acres



## EXHIBIT B: INSURANCE REQUIREMENTS

### CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 877 Cedar St., Suite 100, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds.

### MINIMUM SCOPE AND LIMITS OF INSURANCE

PG&E acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by PG&E. Coverage will be at least as broad as:

- COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE  
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$1,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.  
PG&E will maintain insurance appropriate to its business operations; with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement.
- AUTOMOBILE LIABILITY:  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if PG&E has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ADDITIONAL INSURED STATUS  
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of PG&E including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to PG&E's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- PRIMARY COVERAGE  
For any claims related to this agreement, PG&E's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of PG&E's insurance and will not contribute with it.
- NOTICE OF CANCELLATION

Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.

- **WAIVER OF SUBROGATION**

PG&E hereby grants to the City a waiver of any right to subrogation which any insurer of said PG&E may acquire against the City by virtue of the payment of any loss, including attorneys' fees, under such insurance. PG&E agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the PG&E and its employees.

- **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require PG&E to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Santa Cruz.

- **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

- **CLAIMS MADE POLICIES- If Professional Liability (Errors & Omissions), Pollution Liability and/or Asbestos Pollution Liability or other policies are written on claims-made forms:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the PG&E must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **VERIFICATION OF COVERAGE**

PG&E will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the PG&E's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- **SUBCONTRACTORS**

PG&E shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and PG&E shall ensure that City is an additional insured on insurance required from subconsultant/subcontractors.

- **SPECIAL RISKS/CIRCUMSTANCES**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# EXHIBIT B

Wildfire Risk Reduction – Scotts Valley Airport

**AMENDMENT TO LETTER AGREEMENT**

This is an Amendment to that certain Letter Agreement dated September 6, 2018 between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") and CITY OF SANTA CRUZ ("Owner") regarding property in the County of Santa Cruz, State of California, identified as Assessor's Parcel Numbers 022-721-02-000 at 361 Kings Village Road, Scotts Valley CA 95066 ("the Premises").

PG&E and Owner agree to the following changes and/or additions to the Letter Agreement.

1. **Term:** Commencing on September 10, 2018 and terminating on December 10, 2018.
2. **Compensation:** PG&E hereby agrees to pay you one thousand four hundred dollars (\$1,400.00) per week as compensation for use between September 10 through November 12, 2018 and two thousand five hundred dollars (\$2,500.00) per week as compensation for use between November 12 and December 10, 2018.
3. **Dust Suppression and Environmental Controls:** PG&E hereby agrees to comply with existing and future County Environmental Health conditions related to PG&E's use of the site during the specified term.

In all other respects, the terms of the Letter Agreement shall remain in effect.

**OWNER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: 11-16-18

**Pacific, Gas and Electric Company**

Emad Gholami, Pacific Gas and Electric

Date: 11/16/2018

**EXHIBIT A**

**361 Kings Valley Road, Scotts Valley CA 95066**



**License Area – 8.25 Acres**



# EXHIBIT C

**From:** [Bonnie Lipscomb](#)  
**To:** [Kathryn Mintz](#)  
**Subject:** FW: PG&E - Scott's Valley Basecamp  
**Date:** Friday, January 18, 2019 2:50:18 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

So you have his contact as well. Different person at PG&E than I have spoken to before. He will be sending us a check for \$2500 for latest use and revising the use agreement for us.

---

**From:** Gholami, Emad [mailto:[E1GU@pge.com](mailto:E1GU@pge.com)]  
**Sent:** Friday, January 18, 2019 11:23 AM  
**To:** Bonnie Lipscomb <[blipscomb@cityofsantacruz.com](mailto:blipscomb@cityofsantacruz.com)>  
**Subject:** PG&E - Scott's Valley Basecamp

Good Morning Bonnie,

My name is Emad Gholami and I work with the land department of PG&E and I am currently filling in for Elouise Del Rosario and Mark ApHugh who are both out of town.

I just left you a voicemail to confirm that PG&E did get back on the Scott's Valley basecamp this week and are there today clearing the pathways and the groundings while we help restore the remaining outages.

I spoke with a field crew member today and he confirmed they got on **01/15/19** and should be off again on **01/20/19** barring any new storm developments.

I am assuming the City of Santa Cruz will provide an invoice like we have previously done?

Please let me know if you have any additional questions or concerns and thank you again for your assistance and support to help our customers in Santa Cruz.

Emad

**Emad Gholami | Land Acquisition Supervisor | Land Management – Bishop Ranch**  
Pacific Gas and Electric Company  
6111 Bollinger Canyon Road, 3410-G | San Ramon, CA 94583  
Office: 925-328-5130 | Fax: 925-328-5189| Cell: 925-519-6134



***Safety is a proactive approach to controlling exposures for yourself and others. We care about our employees, contractors and the public.***

# EXHIBIT D



**CITY OF SANTA CRUZ**  
FINANCE DEPARTMENT  
877 CEDAR ST  
SUITE 100  
SANTA CRUZ, CA 95060  
(831) 420-5070

**INVOICE** 036164



PACIFIC GAS & ELECTRIC COMPANY  
MARK APHUGH, LAND CUNSLANT  
245 MARKET STREET  
SAN FRANCISCO, CA 94105

INV DATE	03/04/2019
ACCOUNT	006214
AMT DUE	18,214.28
DUE DATE	04/03/2019

MAKE CHECKS PAYABLE TO THE CITY OF SANTA CRUZ

DESCRIPTION	AMOUNT
Miscellaneous Billings Temporary License for Use of Skypark Scotts Valley Airport, 361 Kings Village Road, Scotts Valley, CA. 12/10/18-01/27/19 - 7 weeks @ \$2,500/wk = \$17, 500 01/28/19-01/29/19 - 2 days @ \$357.14/day = \$714.28 (Pre-petition Rents)	18,214.28
CUSTOMER ACCOUNT NO.	AMOUNT DUE
006214	18,214.28

PLEASE REMIT TO: CITY OF SANTA CRUZ  
877 CEDAR ST, SUITE 100  
SANTA CRUZ, CA 95060